

AGREEMENT  
BETWEEN  
DOVER BOARD OF EDUCATION  
AND  
DOVER SUPPORTIVE STAFF ASSOCIATION

X July 1, 1986 - June 30, 1988

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## ARTICLE I

### RECOGNITION

A. The Board of Education of the Town of Dover, hereinafter called the "Board" hereby recognizes the Dover Supportive Staff Association, hereinafter called the "Association" as the exclusive representative for collective negotiations concerning the terms and conditions of employment, as defined by N.J.S.A. 34:13A-1 et seq., for all regularly employed:

Full Time Custodial & Maintenance Employees  
Full Time Custodian Bus Drivers  
Secretarial Employees  
Clerical Employees  
Cafeteria Employees

Excluded from such representation are all other employees of the Board including:

1. Supervisory and Managerial Employees
2. Professional employees
3. Confidential employees within the meaning of the Commissioner (P.E.R.C.) including the Secretary to the Superintendent, Secretary to the Assistant Superintendent, and the Secretary to the Board Secretary.

B. Unless otherwise indicated, the term "Employees" when used hereinafter in this Agreement shall refer only to the personnel represented by the Association in the negotiating unit as above defined.

## ARTICLE II

### NEGOTIATION PROCEDURE

A. Negotiation shall begin no later than December 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees herein identified under Article I, be reduced to writing, upon approval by the Association, be signed by the Association, and upon approval by the Board be signed and adopted by the Board.

## ARTICLE III

### GRIEVANCE PROCEDURE

A. Definitions:

1. Grievance

A "Grievance" is a claim by an employee based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees. However, only a violation of the Agreement shall be subject to Level Four (Advisory Arbitration)

2. Aggrieved Person

An "Aggrieved Person" is the person or persons making the claim.

3. Party In Interest

A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of the time that the employee knows or should know of its occurrence, otherwise the same shall be deemed to have been abandoned.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to carry out all duties and assignments and observe all rules and regulations of the Board.

2. Level One - Principal

An employee with a grievance shall first discuss it with his Principal with the objective of resolving the matter informally.

3a. Level Two - Superintendent (or designee)

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) work days after presentation of the grievance, he may file the grievance in writing with the Superintendent within five (5) work days after the decision at Level One or fifteen (15) work days after the grievance was presented, whichever is sooner, specifying:

- (1) The nature of the grievance;
- (2) The nature and extent of the claimed injury or loss;
- (3) The result of previous discussions;
- (4) Reasons for dissatisfaction with prior decision;
- (5) Relief being sought

- b. The Superintendent or his designee shall meet with the grievant and issue a written response within (15) work days after the grievance has been filed with the Superintendent.

4. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within fifteen (15) work days, he may submit the grievance to the Board of Education within five (5) work days. A Board Committee shall hold a hearing within twenty (20) work days.

5. Level Four - Advisory Arbitration

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, he may within five (5) work days after a decision by the Board or twenty (20) work days after the grievance was submitted to the Board or ten (10) work days after

the holding of a hearing, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may inform the board in writing of its decision to submit the grievance to arbitration. The Association shall within five (5) work days of informing the Board of its decision file a demand for arbitration with the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

- (b) The arbitrator so selected shall confer with the representatives of the board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which are violative of the terms of this Agreement. The recommendation of the arbitrator shall be submitted to the Board and Association and shall be advisory.
- (c) The costs of the services of the arbitrator shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring the same.

#### D. Rights of Employee to Representation - Employee and Association

An aggrieved employee is to be present at all stages of the grievance procedure and may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected by him. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views commencing at Board Level.

#### E. Miscellaneous

##### 1. Group Grievance

If a grievance affects a group of employees and is signed by those affected members, the Association may submit such grievance on behalf of the employees to the Principal and may process such grievance commencing at Level One.

##### 2. Separate Grievance File

All documents, communications and records which deal solely with the processing of a grievance are to be kept in a separate grievance file.

##### 3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public.

## ARTICLE IV

### EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to N.J.S.A. 34:13A-1 et seq., the parties hereto agree that every employee shall have the right freely to organize, join, and support the Association and its affiliates or to refrain from such activities.
- B. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or the salary or any increments pertaining thereto, then such employee shall be given, to the extent practicable, prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview.
- C. No records shall be placed in an employee's file, either commendatory or derogatory, without first being discussed with the individual. The individual shall sign the document indicating she/he has read the item of record.
- D. An employee shall have the right, upon request, to review the contents of said employee's personnel file.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property with proper administrative approval and following administrative reporting procedures, provided that this shall not interfere with or interrupt normal school operations or be conducted during regularly scheduled work periods.
- C. The Association and its representatives shall have the right to use school facilities at all reasonable hours for meetings when said facilities are not otherwise in use, provided that this shall not interfere with or interrupt normal school operations or be conducted during regularly scheduled work periods. The Superintendent and Board of Education shall be notified in advance of the time and place of all such meetings and approval shall not be unreasonably withheld.
- D. The Association shall have the right to use school equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Such use shall not interfere with or interrupt normal school operations or be conducted during regularly scheduled work periods.
- E. The Association shall have the right to use the inter-school mail, facilities and school mail boxes with copies of such material being given to the Building Principal or appropriate administrator.
- F. Paragraph "A" through "E" above shall be subject to compliance with Board policy.

## ARTICLE VI

### WORK YEAR

A. The work year of employees shall be as follows:

1. the work year for ten month secretaries shall be from September 1 to June 30;
2. the work year for twelve month secretaries shall be from July 1 to June 30;
3. the work year for twelve month custodians shall be from July 1 to June 30;
4. cafeteria employees' work year for salary compensation purposes shall be 175 work days. Compensation at employees' hourly rate shall be paid for any days worked beyond 175.
5. the work year for part-time secretaries shall be 182 work days.

## ARTICLE II

### DAILY WORK HOURS

A. Secretaries

The work day shall consist of seven and one-half (7½) hours exclusive of a thirty (30) minute uninterrupted lunch, Monday through Friday, these hours to be determined by employee's building principal or central administrator, as applicable.

B. Summer Work Hours Secretaries

For the period July 1 through August 31, the work day shall consist of seven (7) hours, exclusive of a thirty (30) minute uninterrupted lunch hour, Monday through Friday.

C. Custodians

The normal working period for full-time custodial-maintenance personnel shall be eight (8) hours per day and forty (40) hours per week, exclusive of a 1/2 hour daily lunch period. Employees shall be available and on duty within their assigned building as directed by the Principal or Assistant Superintendent. A full-time custodial-maintenance employee may not leave the school premises during the officially designated lunch period unless such leave has been approved by the Principal.

D. Cafeteria Employees

Cafeteria employees' hours shall be according to their individual contracts; this shall be indicated on employee's annual employment contract.

E. Coffee Breaks - Secretaries and Custodians

One fifteen (15) minute coffee break shall be provided to full-time employees in accordance with applicable standards and policy.

## ARTICLE VIII

### OVERTIME

- A. All work performed in excess of eight (8) hours in any one (1) work day or in excess of forty (40) hours in any one (1) week shall be compensated at the rate of one and one-half (1 -1/2) times the base rate of the affected employee.
- B. Sunday and holiday work shall be compensated at a total of two (2) times the base rate of the affected employees.
- C. Maintenance men shall receive a minimum of two (2) hours for any emergency work (call in).
- D. Custodians who are required to check the buildings on Saturday and Sunday will be paid one (1) hour at the applicable overtime rate.
- E. Secretaries working overtime may opt to take compensatory time off (at straight time) in lieu of monetary compensation with approval of the immediate supervisor.
- F. Overtime pay will be paid twice a month: on the 15th and 30th. Hours worked from the 1st to the 15th of the month will be paid on the 30th, while hours worked from the 15th through the 30th or 31st of the month will be paid on the 15th of the following month.
- G. Overtime shall be offered to qualified employees on a rotating basis in each building whenever the need for such overtime is known at least 24 hours in advance.

Emergency overtime (i.e. less than 24 hours notice) may be assigned on a first available basis district wide.

## ARTICLE IX

### HOLIDAYS

- A. The following paid holidays will be observed by full-time employees;

Labor Day	Christmas Eve Day
Columbus Day	Christmas Day
Thanksgiving and Friday after Thanksgiving	New Year's Day
Good Friday	Washington's Birthday
Martin Luther King Day	Memorial Day

(12 month employees - Independence Day)

- B. Subject to Paragraph "C" below, during the regular school year, secretarial and clerical personnel shall not ordinarily report for work when schools are closed for holidays, storm days, and other recesses, except as follows:

1. Central office personnel are required to report for work on a rotating basis to staff the Board office during Christmas vacation, Easter vacation, and other times as directed by the Administration.
2. School building office personnel are required to report for work when needed, as directed by the Principal with authorization from the Superintendent's office.



C. Should a longer work year be negotiated for administrators, the impact in terms and conditions of employment for affected unit members shall be subject to negotiation.

## ARTICLE X

### PAID LEAVES OF ABSENCE

#### A. Sick Leave

Employees shall be entitled to the following sick leave:

1. Twelve month employees - 12 days per year.
2. Ten month employees - 10 days per year.

All unused sick leave shall be accumulative from year to year with no maximum limit.

#### B. Bereavement Leave

1. Up to four (4) consecutive non-accumulative days, per occurrence for death in the immediate family; "Immediate family" shall mean father, mother, spouse, child, brother, sister, mother or father-in-law, or any member of the employee's immediate household.
2. One (1) day, non-accumulative, per occurrence for other relatives as follows: grandparents, brother-in-law, sister-in-law, grandchild.

#### C. Personal Leave

1. Employees shall be entitled to three (3) days leave per year without reason. Notwithstanding the foregoing, if any such leave day falls immediately before or after either a weekend, school holiday, a recess or vacation period, or the start or end of the student school year, employees shall be entitled to such leave day only for any of the reasons listed below:

Religious Holiday

Court Subpoena

Marriage of employee or member of immediate family

Illness in immediate family

Emergencies (if approved by the Superintendent)

Moving of employee's household

Employee's mortgage closing

Settlement of estate

2. Personal leave is not cumulative.
3. Application for use of such leave must be made in writing to the Superintendent of Schools through the Principal and approval obtained. The number of leave days without reason which may be granted on any day will be subject to District staffing needs. (Not applicable to days with reasons listed above.)
4. "Immediate family" shall mean the father, mother, spouse, child, brother, sister, mother or father-in-law, or any member of the employee's immediate household.

D. Jury Duty

Employees called to Jury Duty shall be excused at full pay less the stipend paid by the court. (Employees to turn over jury duty pay to employer except for gas mileage.) Employee shall report to work if excused early or on days when jury is not in session.

E. Employees may request in writing a leave of absence without pay. Such a request shall be made to the Superintendent of Schools who shall transmit the request for Board of Education action. The Board of Education reserves the right to grant or deny such leave or extension of such leave.

F. Unused Sick Leave

Upon retirement after ten (10) years of service in the Dover Public School District, secretaries and custodial employees shall be compensated at the rate of \$10.00 for each day of unused sick leave up to a maximum of 120 days, \$1,200, and cafeteria employees shall be compensated at a rate of \$7.00 for each day of unused sick leave up to a maximum of 120 days, \$840. Six months notice must be given to the Board by the retiring employee in order to qualify for payment. Such notice can be waived by the Board for a good reason acceptable to the Board. Payments shall be made in equal monthly installments during the final year of service or in an alternate manner which is mutually acceptable to both the retiree and the Board.

ARTICLE XI

VACATIONS

A. Vacation

Full-time, 12 month employees shall receive paid vacations during July and August as follows:

- (a) Two weeks (10 working days) after one (1) year of service.
- (b) Three weeks plus 2 days (17 working days) after ten (10) years of service shall be based on the following conditions:
  - (1) 120 months of actual contractual service rendered prior to August 1 of the current July-August vacation period.
  - (2) No time credit shall accumulate during a leave of absence.
  - (3) An involuntary separation from employment followed by reemployment interrupted by more than 12 months shall void all prior time credit.
  - (4) A resignation shall void all prior time credit.
  - (5) No time credit shall be received for part-time or hourly employment.
- (c) Vacation entitlement for less than one (1) year of service shall be prorated as follows:
  - 1. Full vacation if employment begins on or before September 1, and continues through June 30
  - 2. One vacation day for each full month of employment after September 1.

- (d) Vacations shall be taken after June 30 of the expired school year and must be completed before the last two weeks in August, with exceptions for good reason being approved by the Principal (and for custodians, the Supervisor of Buildings and Grounds) with authorization from the Superintendent's office.

## ARTICLE XII

### JOB POSTING

A. All notices of full time promotional job opportunities shall be posted in the main offices of each school for a duration of three (3) days prior to publication in the newspaper. A copy of said notices shall be sent to the President of the Association. Applications of all applying employees shall be given consideration by the Administration.

## ARTICLE XIII

### MANAGEMENT RIGHTS

- A. The Board, subject only to the express written provisions of this written Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities, by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the provisions of N.J.S.A. 34:13A-1 et seq. and by the specific and express terms of this Agreement and then only to the extent such specific and express terms and such exercise thereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

## ARTICLE XIV

### MISCELLANEOUS

#### A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### B. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

#### C. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format, within a reasonable time after the Agreement is signed. The Agreement shall be presented to all employees employed or hereafter employed by the Board.

D. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement to the other, either party shall do so by telegram or certified letter at the following addresses:

1. If by Association, to Board at: Grace Street, Dover, N.J. 07801
2. If by Board, to Association at: Dover High School, Grace Street  
Dover, New Jersey 07801

E. Board Policies

Board policies are available in each building for use by employees.

F. Dues Deduction

The board agrees to deduct from the salaries of its employees, dues for the New Jersey Education Association or the National Education Association or any one of any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9 and under rules established by the State Department of Education.

Each of the Associations named above shall certify to the board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

G. Saved Harmless

Whenever any civil action has been or shall be brought against any employee for any act or omission arising out of and in the course of the performance of his duties, except civil actions between the Board and employee, the Board shall defray all costs of defending such action, including legal fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom.

H. Contracts

All contracts shall be distributed by April 15th, or as soon thereafter as possible, but not later than June 1st, of each school year for employment during the following school year.

I. Non-modification of Agreement

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

J. Gas Mileage

When an employee is authorized by the Board to use his/her own automobile in conducting school business, the Board shall compensate said employee as follows:

1. Use of vehicle - twenty cents (20¢) per mile

K. Representation Fee

Any employee who is not a member of the Association shall pay a representation fee in lieu of dues for services rendered by the Association. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law, and shall be paid in an amount equivalent to the regular membership dues, initiation

fees and assessments charged by the Association to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such representation fee exceed 85% of the regular membership dues, fees and assessments.

L. Credit Union

Optional payroll deductions will be made and deposited with Tri-Co Federal Credit Union, Morristown, New Jersey.

ARTICLE XV

INSURANCE PROTECTION

A. The Board shall make available to full-time employees and their dependents, group coverage provided by the Public and School Employees' Health Benefit Act of the State of New Jersey (The State Plan) as follows:

1. N.J. Blue Cross Hospital Service Plan and N.J. Blue Shield Medical-Surgical Plan.

(a) The Basic Plan, including Extended Basic Out Patient Benefits and Extended Basic Benefits.

2. The Prudential Insurance company of America

(a) Major Medical Insurance

The Board shall pay the full cost of this insurance protection.

3. A Dental Plan, to be paid for by the Board, shall be provided for employees only, with a maximum annual premium cost of \$150 per employee. The Dental Plan shall be one which is agreed to by both parties.

4. The Board may change medical insurance carriers if implemented as part of a District-Wide change.

ARTICLE XVI

SALARIES

Base salaries with merged 1985-86 paid stipends for clerical and secretarial employees and for Black Seal Licenses\* for Custodial employees shall be increased as follows:

	<u>1986-87</u>	<u>1987-88</u>
Custodians	8½%	8%
12 Month Secretaries	8½%	8%
10 Month Secretaries	8½%	8%
Part Time Office Clerks	.45 p/h	.45 p/h
Cafeteria workers	.45 p/h	.46 p/h
New Cafeteria workers	.00 p/h	.42 p/h

Cafeteria workers substituting for manager shall be compensated .50 additional per hour worked.

All increases are subject to administrative evaluation.

\*Upon receipt of Black Seal Boilermans License, a Custodian not already receiving compensation for the same will receive an increase of \$1,000 to his or her salary.

ARTICLE XVII

EXTRA STIPENDS

	<u>1986-87</u>	<u>1987-88</u>
1. Head Custodians - H.S., E.D., Acad., Field House	\$1000	\$1000
2. Head Custodians - North Dover	800	800
3. Night Supervisor	500	500
4. Bus Driver - License Only (Board Authorized)	275	275
5. Bus Driver - Regularly Assigned Runs	275	275

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 1986, through June 30, 1988

-----SIGNATURES-----

The Dover Board of Education and the Dover Supportive Staff Association do hereby agree to the procedures and conditions as set forth in this 12 page document entitled "Agreement Between THE DOVER BOARD OF EDUCATION and THE DOVER SUPPORTIVE STAFF ASSOCIATION Covering the Period of July 1, 1986, to June 30, 1988.

DOVER SUPPORTIVE STAFF ASSOCIATION

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

DOVER BOARD OF EDUCATION

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date